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8-14-1966

## Kroger Company and the Retail Clerks Union, Local 368, AFL-CIO (1966)

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## Kroger Company and the Retail Clerks Union, Local 368, AFL-CIO (1966)

Location

Dallas, TX

Effective Date

8-14-1966

Expiration Date

February 1970

Number of Workers

1000

Employer

Kroger Co.

Union

Retail Clerks Union

Union Local

368

NAICS

44

Sector

P

Item ID

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**Comments**

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# *Agreement*

BETWEEN

THE KROGER CO.

DALLAS, TEXAS

AND

THE

RETAIL CLERKS UNION,

LOCAL NO. 368

AFL-CIO

DALLAS-FORT WORTH, TEXAS AREA

# *Agreement*

BETWEEN

**THE KROGER CO.**

**DALLAS, TEXAS**

AND

**THE**

**RETAIL CLERKS UNION,**

**LOCAL NO. 368**

**AFL-CIO**

**DALLAS-FORT WORTH, TEXAS AREA**

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## **A G R E E M E N T**

This Agreement has been entered into between the Dallas Division of The Kroger Co., Dallas, Texas or its successors, herein after designated as the Employer and the Retail Clerks Union, Local No. 368, A.F.L.-C.I.O., chartered by the Retail Clerks International Association, A.F.L.-C.I.O., hereinafter designated as the Union.

### **Article 1. INTENT AND PURPOSE**

The Employer and the Union each represents that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment.

### **Article 2. COVERAGE, CHECK-OFF, AND UNION SECURITY**

- A. The Union shall be the sole and exclusive bargaining agent for all retail store employees in the stores of the Employer in Dallas County, Tarrant County, and Sherman, Texas, excluding store managers, assistant or co-managers, grocery managers, meat department managers, all meat department employees, package boys working twelve (12) hours or

less per week, watchmen, guards, and supervisors as defined in the Act.

- B. The Employer shall deduct Union initiation fees, as authorized and shall deduct Union dues from third pay of each month of employees who are members of the Union and who individually and voluntarily certify in writing authorization for such deductions (see Schedule C). The Employer shall promptly remit all sums deducted in this manner to Local Union No. 368.
- C. If, during the life of this Agreement or any renewal or extension thereof, the law is changed or amended to make Union Shop Agreements valid, subsection "C-1" of Article 2 shall immediately become effective upon the earliest date permitted by such enabling legislation as a part of this Agreement or any renewal or extension thereof.
- C-1. It shall be a condition of employment that all employees of the Employer covered by this agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing and those who are not members on the execution date of this Agreement shall on the thirty-first (31st) day following the execution date of this Agreement or on the day thereafter become and remain members in good standing in the Union. It shall also be a condition of employment that employees hired on or after its execution date shall, on the thirty-first (31st) day following the beginning of such employment or the day thereafter



become and remain members in good standing in the Union.

### **Article 3.**

### **MANAGEMENT RIGHTS**

The management of the business and the direction of the working forces, including the right to plan, direct and control store operations, hire, suspend or discharge for proper cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved production methods or facilities, and the right to establish and maintain reasonable rules and regulations covering the operation of the stores, a violation of which shall be among the causes for discharge, are vested in the Employer, provided, however, that this right shall be exercised with due regard for the rights of the employees and provided further that it will not be used for the purpose of discrimination against any employee and provided further that this right is not in conflict with any other provision of this Agreement.

### **Article 4.**

### **DISPUTE PROCEDURE**

- A. The Union shall have the right to designate shop stewards for each store. The shop stewards so designated shall not exceed two (2) per store.
- B. Should any differences, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall

be an earnest effort on the part of both parties to settle such promptly through the following steps:

STEP 1. By conference between the aggrieved employee, the shop steward, or both and the manager of the store.

STEP 2. By conference between the shop steward and/or the business agent and the zone manager.

STEP 3. By conference between an official of the Union and the Divisional Vice-President, a representative of the Employer so delegated by the Divisional Vice-President, or both.

STEP 4. In the event that the last step fails to settle satisfactorily the complaint, it shall be referred to the Board of Arbitration.

C. The Board of Arbitration shall consist of one (1) person appointed by the Union and one (1) person appointed by the Employer. Said two (2) persons shall within two (2) days after disagreement request the Director of the Federal Mediation and Conciliation Service to furnish a panel of arbitrators from which a third arbitrator may be selected. Failing to agree upon an arbitrator from this panel, said two (2) persons shall request an additional panel or panels of arbitrators until a mutually agreeable third arbitrator is selected. The decision of the majority of the Board shall be binding upon the Employer, the Union and the aggrieved employee. The expense of the third arbitrator shall be paid for jointly.

- D. The Employer shall not discharge any employee without just cause and shall give at least one written warning notice of the specific complaint or complaints against such employee to the employee, except that no warning notice need be given to any employee before discharge if the cause for such discharge is dishonesty, drunkenness, recklessness resulting in a serious accident while on duty, falsification of application for employment, or refusal of the employee to accept a job assignment. A copy of all warning notices shall be sent to the Union. The Employer shall notify the Union of an employee's discharge within seventy-two (72) hours. The Union, if it wishes to contest the discharge, shall file a written complaint with the Employer within ten (10) calendar days after the discharge, asserting that the discharge was improper. Such complaint must be taken up promptly, and if the Employer and the Union fail to agree within ten (10) calendar days, it shall be referred to the Board of Arbitration. Should the Board of Arbitration rule that it was an improper discharge, the Employer shall reinstate the employee in accordance with the findings of the Board.
- E. No grievances will be discussed unless the outlined procedure has been followed except as otherwise provided in Article 4, paragraph I.
- F. Lengthy discussions between employees and representatives of the Union, including the shop steward, or among themselves concerning disputes, shall not take place during working hours.

- G. The manager of a store, or his representative, shall grant to any accredited Union official access to the store for the purpose of satisfying himself that the terms of this agreement are being complied with.
- H. Grievances must be presented in writing and no grievance will be considered or discussed which is presented later than ten (10) calendar days after such has happened. Where an employee has no knowledge that he is aggrieved until he receives his pay check for the period in question, such ten (10) calendar days shall date from the day that he received such pay check.
- I. It is agreed that Steps 1 and 2 of this dispute procedure may be waived if acceptable by both the Employer and the Union.
- J. The Board of Arbitration is not vested with the power to change, modify or alter this Agreement, but only to interpret the provisions of this Agreement.

**Article 5.**  
**NO STRIKE, NO LOCKOUT**

- A. During the term hereof, the Union agrees that there shall be no strike, or any other interference with or interruption of the normal conditions of the Employer's business by the Union or its members. The Employer agrees that there shall be no lockout.
- B. However, no employee shall be required to cross a picket line when his health and safety would be endangered.

**Article 6.**  
**OTHER AGREEMENTS**

The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

**Article 7.**  
**OTHER WORK**

- A. Employees shall perform any work which the manager of the store or zone manager may direct with the understanding that when an employee is assigned to a job with a lesser rate he will be entitled to his regular rate of pay, unless due to a decrease of work, he has regularly been assigned to a lower rated job and desires to retain such job rather than accept a layoff. Where a department head is demoted for just cause, he or she shall be returned to the highest full-time clerk rate.
- B. Any employee assigned to relieve a produce department head for a period of one (1) week or more and who assumes normal duties of the job, shall receive the contract rate in effect in the store involved, for such time spent on relief. Any employee assigned to relieve a head cashier for a period of one (1) week or more and who assumes normal duties of the job shall receive the minimum contract rate for head cashier for such time spent on relief.

**Article 8.**  
**WAGES**

- A. Rates of pay as set forth in Wage Schedule

"A" attached hereto, shall remain in effect for the life of this Agreement and shall constitute the basis for determination of wages for time worked.

- B. When an employee works less than a full week, payment for the time worked shall be computed by multiplying the hourly rate by the actual number of hours worked.

### Article 9. WORKING CONDITIONS

- A-1. The hours of each employee shall be scheduled by the Employer. A schedule for full-time employees shall be posted by noon Friday for the succeeding week and such schedule shall not be changed without the consent of the employee, unless such change is necessitated by sickness or emergency. Emergency means strike, fire, flood, etc.
- A-2. A schedule for part-time employees shall be posted by noon Friday for the succeeding week. This schedule is subject to change based on the needs of the business.
- B. If a full-time employee is required to work outside of his regular schedule, he shall not be required to take time off from his schedule that week in order to avoid payment of overtime.
- C. The work week shall consist of not more than forty (40) hours to be worked in five (5) days, not necessarily consecutive. The five (5) day week shall not apply to students during the school term.

- D. All work in excess of forty (40) hours per week shall be paid for at time and one-half.
- E. Effective the Sunday immediately following execution of this Agreement, all work in excess of eight (8) hours per day except two (2) days per week in excess of nine (9) hours per day shall be paid for at time and one-half. Time and one-half shall be paid on the weekly basis or daily basis, whichever is greater, but in no case on both.
- F-1. Time and one-half the employee's straight time hourly rate shall be paid for hours worked on Sundays and hours worked on any holiday set forth in Article 16 Paragraph A. There shall be no pyramiding of premium pay and any hours paid for at premium pay will not be counted in computing overtime.
- F-2. Work on Sundays and holidays set forth in Article 16 Paragraph A shall be on a voluntary basis. However, if enough employees to operate the store are not obtained on a voluntary basis, work will be assigned on a seniority basis, starting with the least senior employee who is qualified to do the work.
- G. Any employee, except a student who works before or after school hours on any of his scheduled school days, who is instructed to report for work shall be guaranteed at least four (4) hours work or four (4) hours straight time pay in lieu thereof.
- H. No employee shall work a split shift.
- I. Employees shall be allowed one (1) hour each day without pay for lunch between the be-

beginning of the fourth (4th) hour and the beginning of the sixth (6th) hour after starting time. Less than one (1) hour may be taken for lunch where mutually agreeable to the store manager and employee.

- J. If an employee works four (4) hours or more, but less than seven (7) hours in a day, he shall receive a fifteen (15) minute rest period. If he works seven (7) hours or more in a day, he shall receive two (2) fifteen (15) minute rest periods in a day. However, no employee shall receive more than two (2) rest periods in a day. These rest periods shall be in lieu of and not in addition to previous informal rest periods. No employee will be required to take a rest period within one (1) hour after reporting time or within one (1) hour after lunch time.
- K. Employees shall be allowed to keep all tips. Soliciting tips will be cause for discharge.
- L. The Union store card and/or decal shall be displayed in all stores covered by this Agreement. The store card is and shall remain the property of the Union.
- M. Any uniforms deemed necessary by the Employer shall be furnished and laundered by the Employer. Where dacron or similar type uniforms are furnished by the Employer, such uniforms shall be laundered by the employee. Utility clerks' uniforms as issued will be laundered by the employee.
- N. The Employer shall make available to the Union a place in each store to post whatever



notices may be necessary for the conducting of the Union's business.

- O-1. The Employer and the Union agree that a proven violation of time clock rules, including working before punching in or after punching out, may subject such an employee to disciplinary action up to and including discharge.
- O-2. When an employee fails to record time on his time card, or when the time clock records an error on the employee's time card, the employee shall report such failure or error to the store manager, or his designate, who shall insert the proper time in ink on the time card and initial it, and the employee shall also initial said time card.
- P. Time spent by employees in travel from store to store during the work day in order to perform work assigned to them by the Employer shall be paid for as time worked.
- Q. If an employee is transferred from one store to another, he shall be given twenty-four (24) hours advance notice of such transfer except when the employee is needed immediately in the other store. Employees will be told of transfer as soon as this information is available to the store manager.
- R. Texas law regarding employees time off for voting shall be followed.
- S. Hours spent in meetings called by the Employer at which employee attendance is required shall be considered hours worked and shall be paid accordingly.

T. Effective January 1, 1967, employees scheduled for night stocking shall be paid a ten cent (10c) per hour night premium in addition to their straight time hourly rate of pay for all hours worked between store closing time and 6:00 A.M. unless the employee is working in accordance with the provisions of Article 9 Paragraphs D, E or F-1.

### **Article 10. JURY DUTY**

In case a regular employee (by Employer definition) is known to have served on any duly constituted jury, he shall be paid for hours necessarily absent from work but in no case for more than the number of hours in the basic work week. Employees who assume responsibility of citizenship by serving in such capacity will be privileged to retain jury fees but this privilege will be extended only once in any three (3) successive years. The employee will notify the Employer upon receipt of jury service notice as soon as possible.

### **Article 11. SEPARATION PAY**

A regular employee (by Employer definition) with more than six (6) months service who is discharged for incompetence or is permanently separated due to discontinuance of the job, store closing or reduction in force, shall be given one week's notice or one week's pay in lieu of notice. An employee separated during a week for any of these reasons is entitled to pay through the day he was told of his dismissal, plus pay for

one additional week which, at the option of the Employer may either be worked out or paid in lieu of notice.

## **Article 12.**

### **LEAVE OF ABSENCE**

- A. Union Business: The Employer shall grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a Labor convention or serve in any capacity on other official Union business. The employee shall upon returning to work receive any wage increase or any wage reduction that may have become effective during such absence, provided the Employer is given at least one (1) week's notice in writing specifying the length of time off. Such leave of absence shall be limited to twelve (12) months.
- B. Personal Leave of Absence: Leaves of absence up to thirty (30) days shall be granted for reasonable personal reasons but not for the purpose of engaging in gainful employment elsewhere. Any employee desiring a leave of absence from the job shall secure written permission from the Employer with a copy to the Union, the length of absence to be agreed by the Employer and the employee. The length of leave shall be commensurate with the need. Failure to comply with this provision shall result in the complete loss of seniority rights of the employee involved.
- C. Sickness or Injury: A leave of absence because of sickness or injury not to exceed

ninety (90) days shall be granted to a regular employee (by Employer definition) upon written request supported by medical evidence. Extensions will be granted up to ninety (90) days at a time for a cumulative total of one (1) year if requested in writing supported by proper medical evidence prior to each expiration.

D. Pregnancy: Female employees with twelve (12) or more months service as a regular employee (by Employer definition) with the Employer may make a written request for leave of absence in case of pregnancy. The leave must commence before the end of the fourth month of pregnancy and will expire not later than three (3) months after the birth or miscarriage. Said employee will be eligible for the first opening of employment within thirty (30) days after employee notifies the Employer of availability for work and has a doctor's release. If there is no opening within thirty (30) days after notification of availability for work the employee shall be given employment at the end of thirty (30) days from such notification. To qualify for a second pregnancy leave, the employee must have completed at least twelve (12) months continuous full-time service on the job since returning to work from her first pregnancy leave.

E. Military: Any employee in military service under the provisions of Federal Law shall be returned to his job and retain his seniority in accordance with such law. An employee on National Guard or Reserve Duty will not

be required to use his vacation for this purpose.

- F. Time spent on leave of absence will not be counted as time worked for purpose of wage computation or other benefits and will not result in loss of seniority. In case of a pregnancy leave, seniority shall be retained but will not accrue during the period of such pregnancy leave. Failure to report back to work at the end of a leave of absence shall result in employee being considered a voluntary quit. Any employee accepting employment elsewhere while on leave of absence shall be considered a voluntary quit, except in a case where such employee works for the Union.

### **Article 13.**

#### **DEATH IN FAMILY**

In case of a death in the immediate family of any regular employee (by Employer definition), he, provided he attends the funeral, shall be paid for a reasonable period of absence depending upon the circumstances, but not to exceed a maximum of three (3) days and in no case shall he be paid for more than the number of hours in the basic work week. "Immediate family" shall include spouse, parent, child, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, or any relative residing with him. In case of the death of a brother-in-law or sister-in-law of a regular employee (by Employer definition), the employee shall be granted a leave of absence without pay up to three (3) days maximum to attend the funeral, if requested.

**Article 14.**  
**HEALTH AND WELFARE**

- A. The Employer shall contribute to the established Dallas-Fort Worth Area Retail Clerks Union and Employers Health and Welfare Trust the sum of twenty-one dollars (\$21.00) per month for each employee who has worked an average of thirty-two (32) hours per week for a period of eight (8) consecutive calendar weeks (256 hours) and shall continue to contribute twenty-one dollars (\$21.00) per month on each employee who maintains an average of thirty-two (32) hours per week for a period of eight (8) consecutive calendar weeks (256 hours). Such contributions are to be used to provide Health and Welfare benefits as determined by the trustees as provided in the Dallas-Fort Worth Area Retail Clerks Union and Employers Health and Welfare Trust Agreement. Effective August 1, 1967, the contribution shall be increased to twenty-three dollars (\$23.00) per month and effective August 1, 1968, the contribution shall be increased to twenty-five dollars (\$25.00) per month.
- B. Contributions to the Trust Fund shall be discontinued as of the first of the month immediately following:
1. A lay-off or leave of absence of thirty (30) calendar days or more except as otherwise provided below:
  2. The employee's ceasing to be an eligible employee due to his failure to work an average of thirty-two (32) hours or more

per week for eight (8) consecutive calendar weeks (256 hours) immediately preceding the first day of any calendar month. For the purpose of this paragraph, an eligible employee who is on an approved personal leave of absence of two (2) weeks or less or on military leave of absence of two (2) weeks or less shall be credited with the hours he would have normally worked in such week or weeks.

C. Contributions to the Trust Fund shall be continued under the following conditions:

1. In case of illness or non-work accident, six (6) months contribution following the month in which the illness or injury occurs.
2. In case of pregnancy, one (1) month's contribution after the month in which the employee begins her pregnancy leave of absence.
3. In case of compensable injury, three (3) month's contribution following the month in which the injury occurs.
4. The Employer agrees to pay the contributions to the Trust Fund for eligible employees for one (1) month following termination of employment. This obligation shall not be required when an employee is discharged for just cause or resigns to go into business for himself.

D. Employer contributions which have been discontinued as provided in Paragraphs C-1, C-2, or C-3, will be resumed on the first day of the

month immediately following return to work on the Employer's active payroll after illness, injury or pregnancy leave of absence.

- E. "The eight (8) consecutive calendar weeks" referred to in paragraphs A and B-2 shall mean "the eight (8) consecutive calendar weeks immediately preceding the first day of the calendar month."

### **Article 15. PREVIOUS EXPERIENCE**

- A. Previous proven comparable experience within five (5) years from date of present employment, shall be the basis for determination of employee's rate of pay.
- B. Previous experience must be stated at the time of employment and shown on application for employment. Falsification of application shall be reason for discharge.
- C. Claims for rate adjustment based on previous experience must be filed within forty (40) days from the date of employment, otherwise the employee forfeits any claim under this provision. Rate adjustments based on previous experience will be retroactive to date of employment.

### **Article 16. HOLIDAYS**

- A. The following shall be recognized as holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or days legally celebrated in lieu thereof.



Employees who work a full week in which a holiday occurs shall receive eight (8) hours pay in addition to the hours worked, provided that there shall be no deduction from pay of employees who work a full week in which a holiday occurs. Employees who are absent during a holiday week shall not be paid holiday pay unless such absence is due to proven illness or is excused by the Employer in which case the employee shall receive holiday pay, provided he worked any part of the holiday week. Overtime at time and one-half ( $1\frac{1}{2}$ ) will not be paid during a holiday week until the hours actually worked exceed the normal work week. Any extra hours worked during the holiday week which do not exceed the normal work week will be paid for at straight time. Effective January 1, 1967, overtime at time and one-half ( $1\frac{1}{2}$ ) will be paid in a holiday week after the hours actually worked exceed thirty-two (32) straight-time hours.

- B. A part-time clerk who has worked in twelve (12) weeks or more, who works his scheduled hours in a week in which one of the holidays set forth in Article 16, Paragraph A occurs, and who works more than twenty-four (24) hours in such holiday week, shall be paid holiday pay on the basis of one-fifth ( $1/5$ ) of the hours worked in such holiday week multiplied by his straight-time hourly rate. Effective the Sunday immediately following execution of this Agreement, a part-time clerk who has worked an average of twenty-four (24) or more hours per week in the twelve (12) consecutive weeks immediately preceding the week in which one of the holidays set forth

in Article 16, Paragraph A occurs and who works his scheduled hours during such holiday week, shall be paid holiday pay on the basis of one-fifth ( $1/5$ ) of the hours worked in such holiday week multiplied by his straight-time hourly rate. A regular employee (by Employer definition) who works as scheduled and works thirty-two (32) hours or more in such holiday week shall receive eight (8) hours holiday credit. A regular employee (by Employer definition) who works as scheduled in such holiday week and works less than thirty-two (32) hours shall receive holiday pay on the basis of one-fifth ( $1/5$ ) of the hours worked in the holiday week multiplied by his straight-time hourly rate of pay.

- C. Effective January 1, 1967, a "regular employee" (by Employer definition) with one (1) year or more of continuous service shall receive an additional holiday under the same conditions provided in Article 16, Paragraph A above. This is a personal holiday and the date for such holiday shall be mutually agreeable to the employee and the Employer.

### **Article 17.**

### **VACATIONS**

- A. Employees will be entitled to vacations according to the policy of the Employer, a summary of which is attached as Schedule "B", except that employees with ten (10) years full-time continuous service shall receive three (3) weeks' vacation and employees with twenty (20) years (effective January 1, 1967, eighteen (18) years) full-time continu-

ous service shall receive four (4) weeks' vacation.

- B. In case a granted holiday falls during an employee's vacation the employee shall be granted an additional day of paid vacation or eight (8) hours pay at his straight time rate in lieu thereof. The employer shall have the option as to the additional day of vacation or eight (8) hours pay.
- C. A part-time clerk who is not a regular clerk (by Employer definition) and is not entitled to a vacation according to the policy of the Employer shall be granted a part-time vacation under the same general rules as set forth in the policy of the Employer for regular employees (by Employer definition) except that the maximum vacation shall be two (2) part-time weeks and further provided that the clerk has worked an average of twenty-four (24) or more hours per week in his vacation-qualifying year. Such paid vacation shall be figured by dividing the total hours worked by the clerk in his vacation-qualifying year by fifty-two (52) and multiplying by the number of weeks of vacation to which he is entitled.

## Article 18. SENIORITY

- A. In layoffs and rehiring, the principle of seniority shall apply. Seniority shall be determined on the length of service of the employee, with regard to his experience and ability to perform the work. All circum-

stances being reasonably equal, length of service shall be the controlling factor. In the matter of promotions or transfers from one type of work to the other, or from one store to the other, the Employer shall have the right to exercise his final judgment after giving due regard to seniority. Agreed upon seniority lists shall be established and maintained, and such lists shall be available to the Union at all times. Dallas County, Tarrant County and Sherman, Texas, shall be separate areas for seniority purposes. On permanent transfers out of an administrative zone, consideration will be given to the employee's wishes.

- B. Seniority shall be considered broken if an employee is duly discharged by the Employer, if he voluntarily quits, if he has been laid off continuously for a period of more than six (6) months, or if he is called back to work after a layoff and does not report for work within one (1) week.
- C. During the first thirty (30) days of employment, a new employee shall be employed on a trial basis and may be discharged at the discretion of the Employer. No employee shall acquire any seniority rights until he has been employed by the Employer for at least thirty (30) days. However, if the employee is retained following the thirty (30) day trial period, his seniority will revert to the last date of hire.
- D. At the end of each Kroger four (4) week period, the Employer will furnish the Union a list of new employees who were hired during

the period, together with their store numbers and their social security numbers.

E-1. Seniority for regular employees (by Employer definition) shall be by job classification on an area basis as follows:

- (a) Regular male clerk
- (b) Regular female clerk
- (c) Regular utility clerk

E-2. Seniority date shall be the employee's last beginning date as a "regular employee" after entry into the bargaining unit.

E-3. A regular employee who works less than thirty-two (32) hours for a period of four (4) consecutive weeks may claim the job of the least senior regular employee in his classification in his seniority area or continue to work at reduced hours in his store.

F-1. Seniority for non-regular employees shall be by job classification on a store basis as follows:

- (a) Non-regular male clerk
- (b) Non-regular female clerk
- (c) Non-regular utility clerk

F-2. If a non-regular employee transfers from one store to another store in the same area at the Employer's request, he will take his seniority date to the new store. If he transfers at his request, his seniority date will be the date that he transfers to the new store.

F-3. A regular employee reduced to non-regular status will retain his seniority date on the non-regular store list.

F-4. Non-regular employees will gain regular status in accordance with regular employee definition.

G. A non-regular employee shall be given preference for a "regular" job in his classification in his seniority area over an applicant with no previous experience with the Employer provided that the non-regular employee has notified his store manager in writing with a copy to his Zone Manager and the Personnel Manager, that he is available for a "regular" job in his store or any other store in his seniority area.

H-1. Effective January 1, 1967, for regular employees (by Employer definition), the Employer will assign the posted weekly schedule with the most straight-time hours (not to exceed eight (8) hours per day or forty (40) hours per week or thirty-two (32) hours in a holiday week) in accordance with seniority, availability, ability to perform the work and job classification in the individual store, provided that this does not conflict with another provision of this Agreement. It is further agreed that if an employee with seniority does not feel that a schedule of hours has been correctly assigned, he must advise the store manager within twenty-four (24) hours after the schedule of hours is posted or he has no claim on such schedule of hours.

H-2. Effective January 1, 1967, for non-regular

employees, after regular employees (by Employer definition) have been assigned in accordance with Article 18 Paragraph H-1, the Employer will assign the posted weekly schedule with the most straight time hours in accordance with seniority, availability, ability to perform the work and job classification in the individual store, provided that this does not conflict with another provision of this Agreement. It is further agreed that if an employee with seniority does not feel that a schedule of hours has been correctly assigned, he must advise the store manager within twenty-four (24) hours after the schedule of hours is posted or he has no claim on such schedule of hours.

### **Article 19.**

### **REGULAR EMPLOYEE**

The Employer's definition of a "regular employee" shall apply wherever used in this Agreement. This shall be the Employer's definition of a "regular employee" as of October 3, 1960, and will not be changed as it applies to this Agreement during the life of this Agreement. The Union will be given a copy of this definition.

### **Article 20.**

### **UNION COOPERATION**

- A. The Union agrees to uphold the rules and regulations of the Employer in regard to punctual and steady attendance, proper and sufficient notification in case of necessary absence, conduct on the job, and all other reasonable rules and regulations established by the Employer.

- B. The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the store, and in caring for equipment and machinery.
- C. The Union recognizes the need for improved methods and output in the interest of the employees and the business and agrees to cooperate with the Employer in the installation of such methods, in suggesting improved methods, and in the education of its members in the necessity for such changes and improvements.
- D. The Union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the Employer in suggesting and practicing methods in the interest of conservation and waste elimination.
- E. The Union agrees to cooperate in correcting inefficiencies of members which might otherwise necessitate discharge.

## Article 21. GENERAL

- A. This Agreement contains all of the covenants, stipulations and provisions agreed upon by the parties hereto.
- B. No employee shall be discriminated against because of union affiliation or activities.



**Article 22.**  
**SEPARABILITY**

Nothing contained in this Agreement is intended to violate any Federal or State Laws, rules or regulations made pursuant thereto. If any part of this Agreement is construed to be in such violation then that part shall be null and void, and the parties agree that they will within thirty (30) calendar days, begin negotiations to replace said void part with a legal provision.

**Article 23.**  
**INJURY ON THE JOB**

When an employee is injured on the job and returns to work following such injury and is certified as ready and able to perform all of his regular duties, but requires medical treatment as a result of the same injury, the Employer shall adjust the work schedule without penalty to the employee or to the Employer so that the employee may have the necessary time off for medical care without pay and still work the average number of hours for which he has been scheduled in the preceding four (4) consecutive weeks.

**Article 24.**  
**EXPIRATION**

This Agreement shall continue in effect from August 14, 1966 through February 28, 1970 and shall automatically be renewed from year to year thereafter unless either party serves notice in writing to the other party sixty (60) days prior

to the expiration date or prior to any anniversary date thereafter of a desire for termination of or for changes in this Agreement.

IN WITNESS WHEREOF the said parties have caused duplicate copies to be executed by their duly authorized officers this 14th day of November, 1966.

FOR THE UNION:

/s/ Aubrey H. Hubbard  
/s/ Charles O. Hancock  
/s/ Gladys Stiles  
/s/ Frances Lisenbe  
/s/ Wilma Stone  
/s/ Qunion J. Barker  
/s/ Johnnie H. Edmonds  
/s/ Evangeline Long

FOR THE EMPLOYER:

/s/ N. A. Sawall  
/s/ Marvin H. Saunders

# SCHEDULE "A" WAGES

	Effective 8-14-66 *	Effective 8-27-67	Effective 2-1-68	Effective 8-25-68	Effective 3-2-69	Effective 8-31-69
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
CLERK—MALE						
First 6 months	\$1.55	\$1.59	\$1.63	\$1.67	\$1.71	\$1.75
Second 6 months	1.63	1.67	1.72	1.77	1.82	1.87
Third 6 months	1.71	1.76	1.81	1.87	1.93	1.99
Fourth 6 months	1.77	1.84	1.91	1.98	2.05	2.12
Fifth 6 months	1.85	1.93	2.01	2.09	2.17	2.25
Sixth 6 months	1.94	2.05	2.16	2.28	2.33	2.38
Seventh 6 months	2.16	2.20	2.24	2.57	2.62	2.67
Eighth 6 months	2.23	2.49	2.53			
Thereafter	2.45					

CLERK—FEMALE						
First 6 months	\$1.55	\$1.59	\$1.63	\$1.67	\$1.71	\$1.75
Second 6 months	1.63	1.67	1.72	1.77	1.82	1.87
Third 6 months	1.71	1.76	1.81	1.87	1.93	1.99
Fourth 6 months	1.77	1.84	1.91	1.98	2.05	2.12
Fifth 6 months	1.85	1.93	2.01	2.09	2.17	2.25
Sixth 6 months	1.94	2.05	2.16	2.28	2.33	2.38
Thereafter	2.16	2.20	2.24			

## (1) HEAD CASHIER

### (2) Average Weekly Total Sales

\$20,000 or less	2.23	2.27	2.31	2.35	2.40	2.45
(3) 20,001 to 30,000	2.28	2.32	2.36	2.40	2.45	2.50
(3) 30,001 and up	2.33	2.37	2.41	2.45	2.50	2.55

(1) PRODUCE DEPARTMENT HEAD

Average Weekly Produce Sales (does not include frozen food sales)

\$2500 or less.....	2.55	2.59	4	2.63	4	2.67	2.72	2.77
2501 to 3000.....	2.61	2.65	4	2.69	4	2.73	2.78	2.83
3001 to 3500.....	2.67	2.71	4	2.75	4	2.79	2.84	2.89
3501 to 4000.....	2.73	2.77	4	2.81	4	2.85	2.90	2.95
4001 and up.....	2.79	2.83	4	2.87	4	2.91	2.96	3.01

(4) PACKAGE BOY

Start .....	1.30	1.42	20	1.62	0	1.62	1.62	1.62
After 6 months ...	1.30	1.45	20	1.65	0	1.65	1.65	1.65

UTILITY CLERK

First 6 months .....	1.46	1.49	11	1.60	0	1.60	1.63	1.66
Second 6 months .....	1.53	1.56	4	1.60	3	1.63	1.66	1.70
Thereafter .....	1.73	1.77	4	1.81	4	1.85	1.90	1.95

\*Effective 2-1-67—Package Boy—\$1.40 per hour

Part-time clerks shall start at the first six (6) months rate for full-time clerks and will advance up the full-time wage scale on the basis of one bracket for each 1040 hours worked. Hours on such part-time employees are to be accumulated from the last date of hire.

- (1) Where designated by the Employer.
- (2) Average weekly sales are to be figured for 52 weeks ending August 13, 1966.
- (3) These rates for Head Cashiers shall apply only if and when an employee demonstrates the ability to supervise the front end of the store.

- (4) The duties of the package boy shall be sacking, carrying customers' purchases, handling bascarts, performing clean-up work around the check stands and store entrance area, assisting customers in the parking lot and handling empty bottles.

In new or remodeled stores, the department head will be paid his present rate for the first fourteen (14) weeks of operation. The new rate for the department head will be determined by applying the average weekly department sales for Produce Department Head and the average weekly total sales for Head Cashier for the last twelve (12) of the first fourteen (14) weeks to the above schedule and the department head will be paid the new rate retroactive to the opening or remodeling date.

Effective August 27, 1967, August 25, 1968, and August 31, 1969, department heads will be reviewed on the average weekly sales for the thirteen (13) Kroger periods ending just prior to such dates respectively, and rates will be adjusted accordingly.

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## **SCHEDULE "B"**

### **VACATION POLICY**

#### **1. ELIGIBILITY**

- A. A regular employee will be eligible for a one-week vacation as of the first anniversary of his beginning date of continuous full-time service provided he has completed one year of continuous full-time service as of that date.
- B. After qualifying for his first one-week vacation, a regular employee who has completed one year of continuous full-time service (but less than three years) prior to January 1 is eligible for a one week vacation as of January 1.
- C. A regular employee will become eligible for a second week of vacation as of the third anniversary of his beginning date of continuous full-time service provided he has completed three years of continuous full-time service as of that date.
- D. After qualifying for his first two-week vacation, a regular employee who has completed three years of continuous full-time service prior to January 1 is eligible for a two-week vacation as of January 1.

#### **2. VACATION PAY**

- A. Employees will be paid their straight time earnings for their basic work week.
- B. Vacation pay will be paid in advance.

### 3. GENERAL PROVISIONS

- A. Vacation must be scheduled in the calendar year except that where necessary, vacations which fall due in the 12th or 13th periods may be carried over to the first period of the next year; no employee shall be given pay in lieu of vacation.
- B. If an employee qualifies for a one-week vacation as of January 1 and is due to complete the service necessary for an additional week of vacation later in the year, he may take the first week early or wait and take both weeks together.
- C. Choice of vacation dates will be granted on the basis of seniority consistent with the operation of the business.

### 4. SEPARATIONS

If an employee who has not taken the vacation which he has earned by reason of his service leaves (regardless of whether he gives notice) goes into military service or is separated for any reason other than confessed or proven dishonesty he shall receive his vacation pay at the time of leaving.

### 5. EFFECT OF ABSENCE LEAVES

Leaves totalling 90 days or less in any calendar year shall not affect vacation earned in that year; leaves totalling more than 90 days but not over 180 days shall reduce vacation and vacation pay by one-fourth; leaves totalling more than 180 days but not over 270 days shall reduce vacation and vacation pay by one-half; leaves totalling more than 270 days shall disqualify for vacation.

**SCHEDULE "C"**  
**CHECK-OFF AUTHORIZATION FORM**

I, ....., hereby voluntarily authorize .....  
....., to deduct my initiation fee, and regular monthly union dues as duly established from time to time by Retail Clerks Union, Local No. 368, RCIA, AFL-CIO, from my pay check on the ..... week of each month in advance, and deliver such initiation fee and dues to the aforementioned Local Union.

I understand that this authorization may be revoked on any anniversary date of this authorization or on the expiration date of any collective bargaining agreement between the Company and the Union, by written notice to the Company and the Union not more than fifteen (15) days or less than ten (10) days prior to such anniversary date or such expiration date.

It is understood that the Employer's responsibility for the performance of this service is strictly limited to the delivery of such dues and initiation fees to the Retail Clerks Union, Local No. 368.

Address .....

City .....

Telephone .....

Signed .....

Date .....

Store # ..... FULL-TIME ( )  
PART-TIME ( )



## DEFINITION OF "REGULAR EMPLOYEE"

- I. An employee shall be classified as a "regular employee" at the end of the first 12 consecutive work-weeks during which his average hours worked equal or exceed 80% of the hours in the basic work-week for his classification.

Example—In a store with a basic 45-hour work-week an employee worked 432 hours in 12 consecutive weeks, an average of 36 hours, 80% of the basic work-week. This man qualifies as a regular employee.

A day school student who works during the summer will not be reviewed for classification as a regular employee until October 15. If he is still working at that time, has met all requirements for classification as a regular employee, and has averaged 80% or more of the basic work-week during the four weeks preceding October 15, he shall be classified as a regular employee. His beginning date of continuous service shall be dated back in accordance with paragraphs I and III.

- II. Time not worked because of a holiday shall be counted as time worked toward qualification or continuity as a regular employee, regardless of whether or not the employee is entitled to a holiday pay.
- III. For an employee who meets the aforesaid requirements, continuous service as a regular

employee shall be dated back to the first day worked in the first of the 12 qualifying weeks.

IV. Once an individual has qualified as a regular employee, he shall be removed from regular status only—

A. If he is discharged.

B. If he quits voluntarily, or becomes unavailable for full-time work because of another job.

C. If he is permanently laid off due to elimination of job.

D. If he has been reduced, at his voluntary written request, to less than half-time work for one full Kroger period. Upon receipt of such request the employee shall be notified of the date on which his regular status and benefits will be terminated, provided he does not return to full-time work in the meantime.

E. If, prior to completion of two years of service as a regular employee, he has worked less than half-time or has been laid off in 10 or more weeks in 3 consecutive periods, including the last 2 weeks of the most recent period.

F. If, after completion of two years of service as a regular employee, he has worked less than half-time or has been laid off in 20 or more weeks in 6 consecutive periods, including the last 2 weeks of the most recent period.

NOTE: In determining if an employee has worked less than half-time for 3 or 6 periods (sub-paragraphs E and F) do not count those periods in which the employee was absent for 2 or more weeks because of sickness or approved leave.

- V. If separated from regular status in accordance with paragraph IV preceding, an employee has suffered a break in service which cannot be bridged or eliminated by subsequent employment. To qualify as a regular employee he must again meet the requirements set forth in paragraph I.
- VI. To protect continuity of regular employment, regular employees who seek to quit due to correctible health conditions or temporary personal need for time off should be advised of their privileges under the leave of absence policy.

## SUPPLEMENT

Supplement to the Agreement effective August 14, 1966 between The Kroger Co., Dallas, Texas, and the Retail Clerks International Association, Local Union No. 368. It is agreed that:

1. Article 2 Paragraph A shall be amended to include Gainesville, Texas.
2. Article 18 Paragraph A—Next to last sentence shall be changed to read:  
Dallas County, Tarrant County, Sherman and Gainesville, Texas, shall be separate areas for seniority purposes.
3. This Supplement shall become effective the Sunday immediately following the date of execution thereof except that Article 14 shall become effective December 1, 1966.
4. All other provisions of the above mentioned Agreement except for the above changes, shall remain unchanged.

IN WITNESS WHEREOF the said parties have caused duplicate copies to be executed by their duly authorized officers this 14th day of November, 1966.

FOR THE UNION:

/s/ Aubrey H. Hubbard

FOR THE EMPLOYER:

/s/ N. A. Sawall

/s/ Marvin H. Saunders

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U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON, D.C. 20212

June 16, 1967

Budget Bureau No. 44-R0003.  
Approval expires March 1971.

Mr. Aubrey H. Hubbard, Secretary-Treasurer  
Retail Clerks International Association  
local #368

Reliance Building-Room 426  
505 North Ervay Street  
Dallas, Texas 75201

Dear Mr. Hubbard:

Thank you for sending us the current union agreement(s) identified below.

For use in preparing studies of collective bargaining practices, we should like to know the number of employees covered by each agreement. Please supply current information in column (3) below and return this form in the enclosed envelope which requires no postage.

Your cooperation is appreciated.

Very truly yours,

*Arthur M. Ross*

Arthur M. Ross  
Commissioner

Establishment (1)	Name of union (2)	Number of employees normally covered by agreement (3)
Kroger Company, in Dallas, Texas.	Retail Clerks Inter- national Association, local #368.	1,000

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